

EXHIBIT C

Holland & Knight

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Jon G. Shepherd
jon.shepherd@hklaw.com
(214) 964-9433

November 13, 2017

(Via Courier)

Rene Campos
3001 Knox Street, Suite 400
Dallas, Texas 75205

(Via Courier)

Chula Investments, Ltd.
3001 Knox Street, Suite 400
Dallas, Texas 75205

(Via Courier)

2013 Travis Oak Creek Developer, Inc.
3001 Knox Street, Suite 400
Dallas, Texas 75205

(Via Courier)

Eureka Multifamily Group, LP
3001 Knox Street, Suite 400
Dallas, Texas 75205

Re: Guaranty of Payment and Completion Agreement (“Guaranty”)

Dear Sirs:

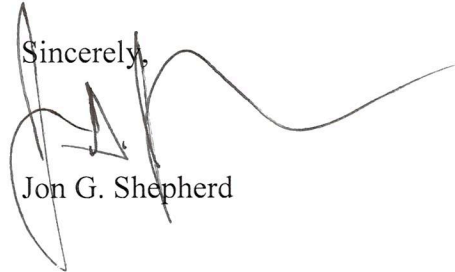
We represent PNC Bank, National Association (“PNC Bank”). Please take notice that the Credit Support and Funding Agreement by and between 2013 Travis Oak Creek, LP and JP Morgan Chase Bank, N.A. and all rights thereunder and related documents have been assigned to PNC Bank. I have enclosed the Form of Assignment of Deed of Trust and General Assignment of Loan Documents for your files.

On February 2, 2017 and May 23, 2017, Chase Bank, N.A. provided Notice of Reservation of Rights letters to the Debtor and copied each of you, as Guarantors. On June 2, 2017 and June 22, 2017, Chase Bank, N.A. provided Notices of Default to the Debtor and copied each of you, as Guarantors. To date, the default has not been cured or otherwise resolved.

Accordingly, PNC Bank demands that you, pursuant to the Guaranty, resolve the Debt, as that term is defined in the Guaranty.

Toward that end, PNC Bank has filed the enclosed lawsuit today in Travis County. Should we be able to reach an amicable resolution of this matter, the lawsuit of course will be dismissed. Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon G. Shepherd", is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jon G. Shepherd

Encls.

cc: (Via courier)
Travis Oak Creek, LP
3001 Knox Street, Suite 400
Dallas, Texas 75205
Attn: Rene O. Campos

Kenneth B. Chaiken (via kchaiken@chaikenlaw.com)

CAUSE NO. _____ PNC BANK, N.A., <i>Plaintiff,</i> v. RENE O. CAMPOS; 2013 TRAVIS OAK CREEK DEVELOPER, INC.; CHULA INVESTMENTS, LTD.; and EUREKA MULTIFAMILY GROUP, L.P., <i>Defendants.</i>	§ § § § § § § § § §	IN THE DISTRICT COURT _____ JUDICIAL DISTRICT TRAVIS COUNTY, TEXAS
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PNC BANK, N.A.’S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

Plaintiff PNC Bank, N.A. (“PNC”) files this Original Petition and Request for Disclosure and would respectfully show the following:

I. DISCOVERY PLAN

1. Pursuant to Texas Rule of Civil Procedure 190.1, PNC intends for discovery to be conducted herein under Level 2.

II. PARTIES

2. Plaintiff PNC Bank, N.A. is a federally chartered bank with its principal place of business in Pittsburgh, Pennsylvania. It can be served with papers in this matter through its counsel of record.

3. Defendant Rene O. Campos (“**Campos**”) is a Texas citizen and resident. He can be served with process at his home, located at 3637 Binkley Avenue, Dallas, Texas 75205, or wherever he may be found.

4. Defendant 2013 Travis Oak Creek Developer, Inc. (“**Developer**”) is a Texas corporation with its principal place of business in Dallas, Texas. It can be served with process

through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

5. Defendant Chula Investments, Ltd. (“**Chula**”) is a Texas limited partnership. Its sole general partner is Chula Management, LLC, a Texas limited liability company. On information and belief, all the limited partners in Chula and all the members in its general partner are Texas citizens and/or residents. Chula can be served with process through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

6. Eureka Multifamily Group, L.P. (“**Eureka**”) is a Texas limited partnership. Its sole general partner is Eureka Multifamily Group GP, Inc., a Texas corporation. Its sole limited partner is Rene O. Campos, Jr., an individual residing in Dallas County, Texas. Eureka can be served with process through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

III. JURISDICTION, VENUE, AND AMOUNT IN CONTROVERSY

7. The Court has subject matter jurisdiction over this matter because the amount in controversy exceeds the minimum jurisdictional limits of this Court. The Court has personal jurisdiction over the Defendants because they either live or conduct business in Texas.

8. Venue is proper in this Court under Section 15.020 of the Texas Civil Practice and Remedies Code because this is an action arising from a “major transaction,” and Defendants agreed in writing that a suit arising from the transaction may be brought in Travis County, Texas. Alternatively, venue is proper in this Court under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because Travis County, Texas is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred.

9. PNC seeks monetary relief of over \$1,000,000.00. See Tex. R. Civ. P. 47(c).

IV. FACTS

10. 2013 Travis Oak Creek, LP (“**Borrower**”) was created to develop, construct, operate, maintain, and manage an apartment complex in Austin, Texas that is known as the Lucero Apartments (“**Property**”).

11. Borrower financed the construction of the Property with a \$26 million loan (“**Construction Loan**”) made by J.P. Morgan Chase Bank, N.A. (“**Chase**”).

12. The Construction Loan was secured by, among other things, a guaranty of payment and completion (“**Guaranty**”) signed by four guarantors: Campos, Developer, Chula, and Eureka (collectively, “**Guarantors**” or “**Defendants**”). Per the Guaranty, the Guarantors guaranteed to the Lender,¹ jointly and severally, absolutely, irrevocably, and unconditionally the payment of the Debt.² The Guaranty is a guaranty of payment and not of collection, and the Guarantors waived any right to require that any action be brought against the Borrower or any other person or party or to require that resort be had to any security or to any balance of any deposit account or credit on the books of the Lender in favor of the Borrower or any other person or party.³

¹ Per Section 11 of the Guaranty, references to Lender “shall be deemed to include its successors and assigns,” *i.e.*, PNC.

² Defined in the Guaranty as “all liabilities of the Borrower to the Lender of whatever nature, whether now existing or hereafter incurred, whether created directly or acquired by the Lender, by assignment or otherwise, whether matured or unmatured and whether absolute or contingent, any principal, interest, additional interest (including specifically all interest accruing from and after the commencement of any case, proceeding or action under any existing or future laws relating to bankruptcy, insolvency or similar matters with respect to the Borrower) and other sums of any nature whatsoever which may be due or shall become due and payable pursuant to the provisions of the Note, the Mortgage, the Loan Agreement or any other document or instrument now or hereafter executed that governs, secures and/or evidences the Loan (said Note, Mortgage, Loan Agreement and such other documents and instructions, collectively, the “**Loan Documents**”) and any agreement executed by Borrower with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, on or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indexes or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions (all of the above unaffected by modification thereof in any bankruptcy or insolvency proceeding), and even though the Lender may not have allowed a claim for the same against the Borrower as a result of any bankruptcy or insolvency proceeding.”

³ See § 10 of the Guaranty.

13. Borrower failed to repay the Construction Loan on its maturity date, May 23, 2017. On June 2, 2017, Chase sent Borrower and Guarantors a Notice of Default of the Construction Loan. On June 28, 2017, Chase applied \$834,144.46 that was in a pledged account of Borrower against the principal balance of the Construction Loan.

14. Borrower is still in default of the Construction Loan. Per the Guaranty, an event of default under the Construction Loan constitutes an event of default of the Guaranty. Thus, Guarantors are in default of the Guaranty.

15. On October 3, 2017, Chase and PNC entered into a Sale and Assignment Agreement (“**Sale Agreement**”).

16. On October 12, 2017, Chase entered into an Assignment of Deed of Trust and Other Loan Documents (“**General Assignment**”), whereby Chase assigned to PNC all of Chase’s right, title, and interest in, to, and under the following:

- a. Credit Support and Funding Agreement, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- b. Advance Promissory Note, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A. in the original principal amount of \$26,000,000;
- c. Construction Deed of Trust, Absolute Assignment of Rents, Security Agreement and Financing Statement, dated May 23, 2014, by 2013 Travis Oak Creek, L.P. to Jacqueline P Yardley, of Cook County, Illinois, as Trustee, for the benefit of JPMorgan Chase Bank, N.A., recorded at Recording No. 2014075497 on May 27, 2014, in the Real Property Records of Travis County, Texas;
- d. Environmental Indemnity Agreement, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- e. Guaranty of Payment and Completion, dated May 23, 2014, by Rene O. Campos, 2013 Travis Creek Developer, Inc., Chula Investments, Ltd., and Eureka Multifamily Group, LP for the benefit of JPMorgan Chase Bank, N.A.;
- f. Loan Policy of Title Insurance No. CTGS29-82913000800A issued by Chicago Title Insurance Company, dated May 23, 2014;
- g. Payment and Performance Bonds, dated May 23, 2014;

- h.* Modification Agreement (with Amendment to Credit Support and Funding Agreement), dated April 20, 2016, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- i.* Modification Agreement (with Amendment to Credit Support and Funding Agreement), dated November 23, 2016, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- j.* Tri-Party Agreement, dated May 23, 2014 among 2013 Travis Oak Creek, L.P., JPMorgan Chase Bank, N.A., and PNC Bank, National Association;
- k.* Liquidity Maintenance Agreement, dated May 23, 2014, by 2013 Travis Creek Developer, Inc., Eureka Multifamily Group, LP, Chula Investments, Ltd., and Rene O. Campos, and JPMorgan Chase Bank, N.A.;
- l.* UCC Financing Statement, filed with the Texas Secretary of State on June 1, 2014, as filing no. 14-0017272761;
- m.* UCC Financing Statement, filed with the Travis County Clerk on May 23, 2014, as filing no. 2014074970;
- n.* Subordination Agreement, dated May 23, 2014, by and among Austin Housing Finance Corporation, JPMorgan Chase Bank, N.A., and 2013 Travis Oak Creek, LP;
- o.* Subordination Agreement, dated May 23, 2014, by and among 2013 Travis Oak Creek, LP, JP Morgan Chase Bank, N.A., and 2013 Travis Oak Creek, GP, LP;
- p.* Intercreditor and Subordination Agreement, dated May 23, 2014, by and among JPMorgan Chase Bank, N.A., 2007 Travis Heights, LP, and 2013 Travis Oak Creek, LP;
- q.* Developer Fee Subordination Agreement, dated May 23, 2014, by and among 2013 Travis Oak Creek, LP, 2013 Travis Oak Creek Developer, Inc., and JPMorgan Chase Bank, N.A.;
- r.* Assignment of Management Agreement and Consent and Subordination of Manager, dated as of May 23, 2014, by 2013 Travis Oak Creek, LP and Eureka Multi-family Group, LP, for the benefit of JPMorgan Chase Bank, N.A.;
- s.* Assignment of Accounts, dated May 23, 2014, by Travis Oak Creek, LP to JPMorgan Chase Bank, N.A.;
- t.* Partnership Certificate and Consent of Partners-Eureka Multi-Family Group, LP;
- u.* Partnership Certificate and Consent of Partners-Chula Investments, Ltd.; and

- v. “All other documents, instruments and agreements evidencing, securing or otherwise governing the terms of the loan provided for in the Loan Agreements and secured by Deed of Trust. . . .”

17. On October 12, 2017, Chase also entered into an Allonge (“**Allonge**”) regarding the Advance Promissory Note, in the original principal amount of \$26,000,000.00, dated May 23, 2014, executed by Borrower, and originally payable to Chase.

18. On October 12, 2017, Chase also entered into an Assignment of Deed of Trust (“**Assignment of Deed of Trust**”), whereby it assigned all of its right, title, and interest in, under, and to that certain Construction Deed of Trust, Absolute Assignment of Rents, Security Agreement and Financing Statement made by Borrower, to Jacqueline P. Yardley as Trustee for the benefit of Chase (“**Deed of Trust**”).

V. CAUSES OF ACTION

(Count 1: Breach of Guaranty against All Defendants)

19. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

20. The Guaranty is a valid and enforceable contract between the PNC and Guarantors.

21. Per the Guaranty, Guarantors guaranteed to PNC, jointly and severally, absolutely, irrevocably, and unconditionally the payment of Borrower’s Debt.

22. Borrower is in default of the Construction Loan. Despite written notice of Borrower’s default of the Construction Loan, Guarantors have failed to pay and satisfy Borrower’s obligations under the Construction Loan. Moreover, per the Guaranty, an event of default under the Construction Loan constitutes an event of default of the Guaranty. Thus, Guarantors are in default of the Guaranty.

23. Guarantors’ breaches of the Guaranty have proximately caused PNC actual and special damages.

24. PNC was forced to retain counsel to enforce the Guaranty and collect the sums due. As such, PNC is entitled, under the Guaranty and Section 38.001 of the Texas Civil Practice and Remedies Code, to recover its reasonable and necessary attorney's fees.

VI. REQUEST FOR DISCLOSURE

25. Defendants are requested to disclose the information described in Rule 194.2 of the Texas Rules of Civil Procedure within 50 days of service of this request.

VII. PRAYER

Wherefore, premises considered, PNC respectfully prays that the Court:

- a. Cause the Defendants to be cited to appear;
- b. Award PNC all of its damages, including actual and special damages;
- c. Award PNC all of its pre-judgment and post-judgment interest;
- d. Award PNC its reasonable and necessary attorney's fees;
- e. Award PNC all costs of court; and
- f. Grant PNC such further relief to which it may be entitled.

Date: November 13, 2017

Respectfully submitted,

/s/ Jon G. Shepherd
Jon G. Shepherd
Texas State Bar No. 00788402
jon.shepherd@hklaw.com
Nicholas A.F. Sarokhanian
Texas State Bar No. 24075020
nicholas.sarokhanian@hklaw.com
HOLLAND & KNIGHT LLP

200 Crescent Court, Suite 1600
Dallas, Texas 75201
(214) 964-9500
(214) 964-9501 (facsimile)

**ATTORNEYS FOR PLAINTIFF
PNC BANK, N.A.**

ELECTRONICALLY RECORDED

2017180695

TRV

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PGS

FORM OF ASSIGNMENT OF DEED OF TRUST

THIS ASSIGNMENT OF DEED OF TRUST, made this 12th day of Oct., 2017 by JPMorgan Chase Bank, N.A. ("Assignor").

WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant, transfer and assign unto PNC Bank, National Association, having a mailing address at PNC Plaza, 300 Fifth Avenue, Pittsburgh, PA 15222-2401 ("Assignee"), all of Assignor's right, title and interest in, under and to that certain Construction Deed of Trust, Absolute Assignment of Rents, Security Agreement and Financing Statement made by 2013 Travis Oak Creek, LP, a Texas limited partnership, to Jacqueline P. Yardley as Trustee for the benefit of JPMorgan Chase Bank, N.A., dated the 23rd day of May, 2014, recorded at Recording No. 2014075497 in the office of the County Clerk of Travis County, Texas, covering the real property described on Exhibit "A" attached hereto and made a part hereof, together with the debt secured thereby.

TO HAVE AND TO HOLD the same unto Assignee, and Assignee's heirs, personal representatives and assigns, forever. This assignment is made without recourse and without representations or warranties of any kind, whether express or implied, oral or written, except as provided in that certain Loan Purchase and Sale and Assignment Agreement dated October 3, 2017 (the "Agreement").

EXECUTED the date and year first written above.

JPMorgan Chase Bank, N.A.

Dianna M. Stark

ACKNOWLEDGMENT

STATE OF Illinois)
) ss:
COUNTY OF Cook)

Before me, James Smart in and for said county and State, on this 12 day of October, 2017, personally appeared Dianna M. Stark, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Assignor and acknowledged before me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of JPMorgan Chase Bank, N.A., for the uses and purposes therein set forth.

Notary Public

JAMES E SMART
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 5, 2020

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 13 2017 03:01 PM

FEE: \$ 26.00 2017180695

ELECTRONICALLY RECORDED

2017180694

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PGS

FORM OF ASSIGNMENT

GENERAL ASSIGNMENT OF LOAN DOCUMENTS

Grantor/Assignor: JPMorgan Chase Bank, N.A.

Grantor/Assignee: PNC Bank, National Association

Legal Description: Attached hereto as Exhibit A

**Reference No. of Assigned
Deed of Trust:** 2014075497

THIS ASSIGNMENT OF DEED OF TRUST AND OTHER LOAN DOCUMENTS (the "Assignment"), is made as of October 12, 2017, by JPMORGAN CHASE BANK, N.A., a national banking association ("Assignor"), to PNC BANK, National Association ("Assignee").

For good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor does hereby assign and transfer to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the following:

- Credit Support and Funding Agreement dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.
- Advance Promissory Note dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A. in the original principal amount of \$26,000,000.00.
- Construction Deed of Trust, Absolute Assignment of Rents, Security Agreement and Financing Statement dated May 23, 2014, by 2013 Travis Oak Creek, L.P. to Jacqueline P Yardley, of Cook County, Illinois, as Trustee, for the benefit of JPMorgan Chase Bank, N.A., recorded at Recording No. 2014075497 on May 27, 2014, in the Real Property Records of Travis County, Texas.
- Environmental Indemnity Agreement dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.
- Guaranty of Payment and Completion dated May 23, 2014, by Rene O. Campos, 2013 Travis Oak Creek Developer, Inc., Chula Investments, Ltd, and Eureka Multifamily Group, LP for the benefit of JPMorgan Chase Bank, N.A.

- Loan Policy of Title Insurance No. CTGS29-82913000800A issued by Chicago Title Insurance Company, dated May 23, 2014
- Payment and Performance Bonds dated May 23, 2014
- Modification Agreement (with Amendment to Credit Support and Funding Agreement) dated April 20, 2016, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.
- Modification Agreement (with Amendment to Credit Support and Funding Agreement) dated November 23, 2016, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.
- Tri-Party Agreement dated May 23, 2014 among 2013 Travis Oak Creek, L.P., JPMorgan Chase Bank, N.A. and PNC Bank, National Association.
- Liquidity Maintenance Agreement, dated May 23, 2014, by 2013 Travis Oak Creek Developer, Inc., Eureka MultiFamily Group, LP, Chula Investments, Ltd., and Rene O. Campos, and JPMorgan Chase Bank, N.A.
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- Subordination Agreement dated May 23, 2014 by and among 2013 Travis Oak Creek, LP, JPMorgan Chase Bank, N.A. and 2013 Travis Oak Creek GP, LP
- Intercreditor and Subordination Agreement dated May 23, 2014 by and among JPMorgan Chase Bank, N.A., 2007 Travis Heights, LP and 2013 Travis Oak Creek, LP
- Intercreditor Agreement dated May 23, 2014, by and among PNC Bank, National Association, JPMorgan Chase Bank, N.A. and 2013 Travis Oak Creek, LP
- Developer Fee Subordination Agreement dated May 23, 2014, by and among 2013 Travis Oak Creek, LP, 2013 Travis Oak Creek Developer, Inc. and JPMorgan Chase Bank, N.A.
- Assignment of Management Agreement and Consent and Subordination of Manager dated as of May 23, 2014, by 2013 Travis Oak Creek, LP and Eureka Multi-Family Group, LP for the benefit of JPMorgan Chase Bank, N.A.

- Assignment of Accounts, dated May 23, 2014, by Travis Oak Creek, LP to JPMorgan Chase Bank, N.A.
- Partnership Certificate and Consent of Partners – Eureka Multi-Family Group, LP
- Partnership Certificate and Consent of Partners – Chula Investments, Ltd.

1. all other documents, instruments and agreements evidencing, securing or otherwise governing the terms of the loan provided for in the Loan Agreements and secured by Deed of Trust (including those documents described on Exhibit B to the Sale and Assignment Agreement dated October 3, 2017, by and between Assignor and PNC Bank, NA (the “Sale Agreement”)).

This Assignment is made without recourse and without representation or warranty, express, implied or by operation of law of any kind or nature whatsoever, by Assignor except for those representations and warranties expressly given in the Sale and Assignment Agreement.

[Remainder of the page intentionally left blank; signatures next]

DATED the day and year first above written.

JPMORGAN CHASE BANK, N.A., a
national banking association

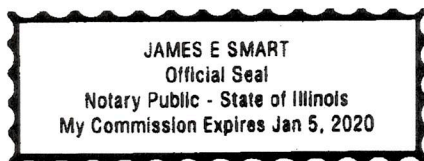
By: Dianne Stark
Name: Dianne M. Stark
Title: Authorized Officer

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) ss:

I certify that I know or have satisfactory evidence that Dianne Stark is the person who appeared before me, and said person acknowledged that said person signed this instrument, and stated that said person was authorized to execute the instrument and acknowledged it as the Authorized Officer of JPMORGAN CHASE BANK, N.A., a national banking association, to be the free and voluntary act of such association for the uses and purposes mentioned in the instrument.

Dated this 12 day of October, 2017.



[Signature]
(Signature of Notary)
James Smart
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Illinois
Residing at 105 Dearborn Chicago, IL 60603
My appointment expires 1/5/2020



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 13 2017 03:01 PM

FEE: \$ 38.00 2017180694